

EXHIBIT 1

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EXHIBIT “1”**LIST OF SETTLEMENTS**

Transferee	Transfers	Settlement	Asserted and Potential Defenses
Dearborn Life Insurance Company	\$ 23,743.30	\$ 3,500.00	11 U.S.C. 547(b) Elements, contemporaneous exchange of new value, ordinary course of business and subsequent exchange of new value.
Raleigh Mine & Industrial Supply, Inc. d/b/a Steelcon Supply Co.	\$ 56,002.79	\$ 34,000.00	Ordinary course of business.
Northern Indiana Public Service Company LLC	\$ 34,515.77	\$ 500.00	Ordinary course of business and subsequent exchange of new value.
XTRA Lease LLC	\$ 23,444.02	\$ 14,000.00	Ordinary course of business and subsequent exchange of new value.
B2B Industrial Packaging, LLC	\$ 9,399.20	\$ 1,500.00	11 U.S.C. 547(b) Elements, contemporaneous exchange of new value, ordinary course of business and subsequent exchange of new value.
Alta Industrial Equipment Company, L.L.C.	\$ 47,455.25	\$ 36,556.30	None.
Contractors Steel Company	\$ 26,437.51	\$ 6,500.00	Ordinary course of business.
Ricklefs Transportation, LLC	\$ 22,500.00	\$ 10,000.00	11 U.S.C. 547(b) Elements and ability to pay.
Dayton Superior Corporation	\$ 13,600.32	\$ 13,600.00	Ordinary course of business.
KRB Machinery Company	\$ 130,035.57	\$ 5,800.00	11 U.S.C. 547(b) Elements, contemporaneous exchange of new value, ordinary course of business and subsequent exchange of new value.
Insteel Wire Products Company	\$ 30,644.00	\$ 16,944.00	Ordinary course of business and subsequent exchange of new value.
	\$ 417,777.73	\$ 142,900.30	

** The settlement amount of \$142,900.30 represents an aggregate recovery of 62% of anticipated liability after giving credit for new value and providing some weight to ordinary course and other defenses. Were the Settling Transferees successful on their ordinary course or other defenses, the recovery for the estates would be significantly less.

EXHIBIT 2

EXHIBIT 2

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 7 BANKRUPTCY RECOVERY GROUP, LLC
 TALITHA GRAY KOZLOWSKI, ESQ.
 8 Nevada Bar No. 9040
 Email: tgray@brg.legal
 9 GARRETT NYE, ESQ.
 Illinois Bar No. 6329215
 10 (*Appearing Pro Hac Vice*)
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 Las Vegas, Nevada 89119
 12 Tel: (702) 483-6126
 Special Counsel for
 13 Troy Fox, Chapter 7 Trustee

14 **UNITED STATES BANKRUPTCY COURT**

15 **DISTRICT OF NEVADA**

16 In re:	Case No.: BK-S-20-12878-ABL (Lead Case)
17 METAL PARTNERS REBAR, LLC,	Jointly Administered with:
18 <input type="checkbox"/> Affects this Debtor.	Chapter 7
19	Jointly administered with:
20 <input type="checkbox"/> Affects Metal Partners Rebar, LLC	Case No. BK-S-20-12876-ABL
21 <input type="checkbox"/> Affects BGD LV Holding, LLC	Case No. BK-S-20-12789-ABL
22 <input type="checkbox"/> Affects BRG Holding, LLC	Case No. BK-S-20-12880-ABL
23 <input type="checkbox"/> Affects BCG Ownco, LLC	
24 <input checked="" type="checkbox"/> Affects All Debtors	Hearing Date: June 7, 2023
	Hearing Time: 9:30 a.m.

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 26 **ORDER APPROVING MOTION: (1) PURSUANT TO FED. R. BANKR. P. 9019 TO**
AUTHORIZE AND APPROVE SETTLEMENTS BETWEEN TROY FOX, CHAPTER 7
 27 **TRUSTEE AND (1) DEARBORN LIFE INSURANCE COMPANY; (2) RALEIGH MINE**
& INDUSTRIAL SUPPLY, INC. D/B/A STEELCON SUPPLY CO.; (3) NORTHERN
INDIANA PUBLIC SERVICE COMPANY L.L.C.; (4) XTRA LEASE LLC; (5) B2B

1 **INDUSTRIAL PACKAGING, LLC; (6) ALTA INDUSTRIAL EQUIPMENT COMPANY;**
 2 **(7) CONTRACTORS STEEL COMPANY; (8) RICKLEFS TRANSPORTATION, LLC;**
 3 **(9) DAYTON SUPERIOR CORPORATION; (10) KRB MACHINERY COMPANY; AND**
 4 **(11) INSTEEL WIRE PRODUCTS COMPANY; AND (II) PURSUANT TO FED. R.**
 5 **BANKR. P. 328, 330, AND 331 FOR AWARD AND PAYMENT OF CONTINGENCY**
 6 **FEES AND EXPENSES**

7 Troy Fox, as Chapter 7 Trustee (“Trustee”) of the bankruptcy estates of Metal Partners
 8 Rebar, LLC, BGD LV Holding, LLC, BRG Holding, LLC, and BCG Ownco, LLC (collectively,
 9 the “Debtors”), filed the *Motion: (I) Pursuant to Fed. R. Bankr. P. 9019 to Authorize and Approve*
 10 *Settlements Between Troy Fox, Chapter 7 Trustee and (1) Dearborn Life Insurance Company; (2)*
 11 *Raleigh Mine & Industrial Supply, Inc. d/b/a Steelcon Supply Co.; (3) Northern Indiana Public*
 12 *Service Company L.L.C.; (4) XTRA Lease LLC; (5) B2B Industrial Packaging, LLC; (6) Alta*
 13 *Industrial Equipment Company, L.L.C.; (7) Contractors Steel Company; (8) Ricklefs*
 14 *Transportation, LLC; (9) Dayton Superior Corporation; (10) KRB Machinery Company; and (11)*
 15 *Insteel Wire Products Company; and (II) Pursuant to Fed. R. Bankr. P. 328, 330, and 331 for*
 16 *Award and Payment of Contingency Fee and Expenses* (the “Motion”),¹ which came on for hearing
 17 before the above-captioned Court on June 7, 2023, at 9:30 a.m. All appearances were duly noted
 18 on the record.

19 The Court reviewed the Motion and all matters submitted therewith. The Court considered
 20 the argument of counsel made at the time of the hearing and found that notice of the Motion was
 21 proper. The Court found that: (i) based on the entire record, the Trustee’s request for approval of
 22 the Settlement Agreements represents the exercise of his sound, properly informed, business
 23 judgment; (ii) the Settlement Agreements are in the best interest of the estates and satisfy the
 24 requirements of Bankruptcy Rule 9019; and (iii) the Settlement Agreements satisfy the factors set
 25 forth in *In re A&C Properties, Inc.*, 784 F.2d 1377, 1381 (9th Cir. 1986). The Court stated its
 26 additional findings of fact and conclusions of law on the record at the hearing on the Motion, which
 27 are incorporated herein by this reference in accordance with Rule 52 of the Federal Rules of Civil
 28 Procedure, made applicable pursuant to Rule 9014 of the Federal Rules of Bankruptcy Procedure.

1 Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

1 Good cause appearing therefor;

2 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

3 1. The Motion is GRANTED in its entirety.

4 2. The terms and conditions included in the Settlement Agreements between the
5 Trustee and Dearborn Life Insurance Company in the form attached as Exhibit 3 to the Motion is
6 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
7 out the transactions contemplated by such Settlement Agreement.

8 3. The terms and conditions included in the Settlement Agreements between the
9 Trustee and Raleigh Mine & Industrial Supply, Inc. d/b/a Steelcon Supply Co. in the form attached
10 as Exhibit 4 to the Motion is **APPROVED** and the Trustee is authorized and directed to enter into,
11 to be bound by, and to carry out the transactions contemplated by the such Settlement Agreement.

12 4. The terms and conditions included in the Settlement Agreements between the
13 Trustee and Northern Indiana Public Service Company LLC in the form attached as Exhibit 5 to
14 the Motion is **APPROVED** and the Trustee is authorized and directed to enter into, to be bound
15 by, and to carry out the transactions contemplated by such Settlement Agreement.

16 5. The terms and conditions included in the Settlement Agreements between the
17 Trustee and XTRA Lease LLC in the form attached as Exhibit 6 to the Motion is **APPROVED**
18 and the Trustee is authorized and directed to enter into, to be bound by, and to carry out the
19 transactions contemplated by such Settlement Agreement.

20 6. The terms and conditions included in the Settlement Agreements between the
21 Trustee and B2B Industrial Packaging, LLC in the form attached as Exhibit 7 to the Motion is
22 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
23 out the transactions contemplated by such Settlement Agreement.

24 7. The terms and conditions included in the Settlement Agreements between the
25 Trustee and Alta Industrial Equipment Company, L.L.C. in the form attached as Exhibit 8 to the
26 Motion is **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by,
27 and to carry out the transactions contemplated by such Settlement Agreement.

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1 8. The terms and conditions included in the Settlement Agreements between the
 2 Trustee and Contractors Steel Company in the form attached as Exhibit 9 to the Motion is
 3 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
 4 out the transactions contemplated by such Settlement Agreement.

5 9. The terms and conditions included in the Settlement Agreements between the
 6 Trustee and Ricklefs Transportation, LLC in the form attached as Exhibit 10 to the Motion is
 7 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
 8 out the transactions contemplated by such Settlement Agreement.

9 10. The terms and conditions included in the Settlement Agreements between the
 10 Trustee and Dayton Superior Corporation in the form attached as Exhibit 11 to the Motion is
 11 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
 12 out the transactions contemplated by such Settlement Agreement.

13 11. The terms and conditions included in the Settlement Agreements between the
 14 Trustee and KRB Machinery Company in the form attached as Exhibit 12 to the Motion is
 15 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
 16 out the transactions contemplated by such Settlement Agreement.

17 12. The terms and conditions included in the Settlement Agreements between the
 18 Trustee and Insteel Wire Products Company in the form attached as Exhibit 13 to the Motion is
 19 **APPROVED** and the Trustee is authorized and directed to enter into, to be bound by, and to carry
 20 out the transactions contemplated by such Settlement Agreement.

21 13. The Trustee be, and hereby is authorized to execute any additional documentation
 22 as may be required to implement the terms of the forgoing Settlement Agreements.

23 14. Pursuant to Sections 328, 330, and 331, BRG, as special counsel for the Trustee, is
 24 awarded the Contingency Fee of \$26,436.56, which shall be paid by the Trustee at the time the
 25 Trustee receives his recovery from the settlements and without the need for further order of the
 26 Court.

27 15. Pursuant to Sections 330 and 331, BRG is awarded reimbursement of actual,
 28 necessary expenses incurred in the amount of \$1,073.70, which shall be paid by the Trustee at the

1 time the Trustee receives his recovery from the settlements and without need for further order of
2 the Court.

3 16. This Court shall retain jurisdiction to enforce this Order and the terms of the
4 Settlement Agreements.

5 **IT IS SO ORDERED.**

6 PREPARED AND SUBMITTED: .

7 BANKRUPTCY RECOVERY GROUP, LLC

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9 By: TALITHA GRAY KOZLOWSKI, ESQ.
10 GARRETT NYE, ESQ.
11 7251 Amigo Street, Suite 210
12 Las Vegas, Nevada 89119
*Special Counsel for Troy Fox, Chapter 7
Trustee*

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1 **LR 9021 CERTIFICATION**

2 In accordance with LR 9021, counsel submitting this document certifies that the order
3 accurately reflects the court's ruling and that (check one):

- 4 The court waived the requirement of approval under LR 9021(b)(1).
- 5 No party appeared at the hearing or filed an objection to the motion.
- 6 I have delivered a copy of this proposed order to all counsel who appeared
7 at the hearing, and any unrepresented parties who appeared at the hearing,
8 and each has approved or disapproved the order, or failed to respond, as
9 indicated above.
- 10 I certify that this is a case under Chapter 7 or 13, that I have served a copy
11 of this order with the motion pursuant to LR 9014(g), and that no party has
12 objection to the form or content of the order.

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